

Now comes the Plaintiff, Pekin Insurance Company, by its attorneys, Robert Marc Chemers and Paula K. Villela of Pretzel & Stouffer, Chartered, and hereby moves this

Honorable Court to enter judgment against Defendants Andrea McGrew, Michael Rog, Henrika Malukaite, David McCauley, John Bach and Ability Plumbing & Sewerage, Inc. (“Ability Plumbing”) those parties have been defaulted and the limits of Pekin’s policy will be exhausted by payments of the interpleader fund pursuant to the Settlement Agreement and Release. In support, Pekin states to this Honorable Court as follows:

1. In Pekin’s Complaint for Interpleader, Pekin alleged that it issued its policy of insurance to Ability Plumbing as the named insured. Doc. No. 1, ¶ 33. The policy provided for Commercial General Liability Insurance on a primary basis with an effective policy period from September 21, 2014 to September 21, 2015 with liability limits of \$1,000,000 each occurrence. *Id.*

2. On June 1, 2015, Ability Plumbing was working to replace the PVC pipe with 3-inch copper piping in Unit 6 of a 17-unit building 501 Carlisle Drive in Clarendon Hills, Illinois. Doc. No. 1, ¶ 33.

3. A fire allegedly occurred in that building on June 1, 2015, and the defendants in this action have presented claims against Ability Plumbing for the damages each allegedly sustained in the fire. Doc. No. 1, ¶¶ 38-41.

4. The limit of liability under the policy Pekin issued to Ability Plumbing is \$1,000,000, however, Pekin paid one claim for \$13,072.61, hence the balance is \$986,927.39. Doc. No. 1, ¶ 43.

5. Pekin has deposited the balance of \$986,927.39 on behalf of Ability Plumbing into the Registry of this Court. Doc. No. 64.

6. Pekin entered into a Settlement Agreement and Release, which provides for the agreed distribution of the interpleader fund to the non-defaulted parties. See Exhibit A.

7. Magistrate Judge Kim recommended to the parties an allocation of the interpleader fund which was accepted and agreed to by the parties. See Doc Nos. 103, 104. Magistrate Judge Kim ordered Pekin to prepare and submit a Settlement Agreement and Release, which Pekin did, there were no objections, and the Settlement Agreement and Release was circulated for signatures. See Doc. Nos. 105 and 106.

8. On January 11, 2018, the Court granted a default against Ability Plumbing, John Bach, Henrika Malukaite and David McCauley (Doc. No. 64).

9. On March 16, 2018, the Court granted a default against Michael Rog (Doc. No. 86).

10. On July 12, 2018, the Court granted a default against Andrea McGrew (Doc. No. 100).

11. No defaulted party participated in the settlement conferences with Magistrate Judge Young B. Kim, which ultimately led to the Settlement Agreement and Release (Doc. Nos. 105, 106).

12. Accordingly, since the limit of liability of the policy of insurance issued by Pekin will soon be exhausted, Pekin asks the Court to enter judgment that it owes no duty to defend or indemnify Ability Plumbing for any claim made by Andrea McGrew,

Michael Rog, Henrika Malukaite, David McCauley or John Bach as a result of the fire on June 1, 2015.

WHEREFORE, the Plaintiff, Pekin Insurance Company, respectfully requests that the Court enter judgment in its favor on its Complaint for Interpleader that it owes no duty to defend or indemnify Ability Plumbing & Sewerage, Inc. for any claim made by Andrea McGrew, Michael Rog, Henrika Malukaite, David McCauley or John Bach as a result of the fire on June 1, 2015 and grant such other relief as is just.

Respectfully submitted:

/s/ Robert Marc Chemers

Robert Marc Chemers

Bar Number: 0431508

Paula K. Villela

Bar Number: 06298754

PRETZEL & STOUFFER, CHARTERED

One South Wacker Drive

Suite 2500

Chicago, IL 60606

Telephone: (312) 578-7548

Fax: (312) 346-8242

E-Mail: rchemers@pretzelstouffer.com